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CLERK U.S. DISTRICT COURT  
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LOS ANGELES

BY \_\_\_\_\_

7 Attorneys for Plaintiffs  
 CBS Broadcasting, Inc.,  
 8 CBS Studios Inc., and  
 Survivor Productions LLC  
 9

10  
 11 UNITED STATES DISTRICT COURT  
 12 CENTRAL DISTRICT OF CALIFORNIA  
 13

14 CBS BROADCASTING INC.,  
 CBS STUDIOS INC., SURVIVOR  
 15 PRODUCTIONS LLC,

16 Plaintiffs,

17  
 18 v.

19 DISH NETWORK CORPORATION,  
 DISH NETWORK L.L.C.,

20 Defendants.  
 21  
 22

CASE NO.

CV 12-4551-PA

COMPLAINT FOR: (JGx)

- (1) COPYRIGHT INFRINGEMENT  
 (2) INDUCEMENT OF COPYRIGHT INFRINGEMENT  
 (3) CONTRIBUTORY COPYRIGHT INFRINGEMENT  
 (4) VICARIOUS COPYRIGHT INFRINGEMENT

23  
 24 Plaintiffs CBS Broadcasting Inc., CBS Studios Inc., and Survivor  
 25 Productions LLC, by their counsel, allege against Defendants DISH Network  
 26 Corporation and DISH Network LLC:  
 27  
 28

COMPLAINT FOR COPYRIGHT INFRINGEMENT, INDUCEMENT, CONTRIBUTORY INFRINGEMENT,  
 AND VICARIOUS INFRINGEMENT UNDER THE COPYRIGHT ACT

## NATURE OF ACTION

1  
2 1. Plaintiffs bring this action for preliminary and permanent injunctive  
3 relief against Defendants' unlawful scheme to profit from a new system for  
4 violating Plaintiffs' copyrights in prime-time, network television programming.  
5 Defendants market this infringing system in connection with their satellite  
6 broadcast services and digital video recorder ("DVR") called "the Hopper." As  
7 described more fully below, through the infringing functions of the Hopper, *all of*  
8 Plaintiffs' prime-time, network television programs (along with the shows aired on  
9 the other national broadcast networks) are copied, on a continuous basis, and  
10 stored for eight days, to the Hopper – which provides massive storage capabilities  
11 during which the customer can permanently store that programming and view it  
12 with all of the individual commercials automatically skipped in their entirety.  
13 Significantly, when the viewer is in PrimeTime Anytime mode, the viewer is not in  
14 any way selecting the individual programs to be copied or the individual  
15 commercials to be skipped.

16 2. Plaintiffs are among the largest and most successful producers and  
17 distributors of television programming in the United States and the world.  
18 Plaintiffs are engaged in the business of developing, producing, and/or distributing  
19 television programming for exhibition and dissemination, and of licensing those  
20 activities to others. In addition to producing (and owning the copyrights in)  
21 thousands of television programs, Plaintiff CBS Broadcasting Inc. ("CBS") owns  
22 and operates television program services that delivers that programming (or  
23 programming created by third parties) to the American public.

24 3. The Copyright Act, 17 U.S.C. § 101, *et seq.*, provides Plaintiffs with  
25 the exclusive rights to reproduce, adapt, distribute, and publicly perform and  
26 display their copyrighted television programming. Plaintiffs exercise these rights  
27 in an ever-expanding variety of ways, including commercially supported broadcast  
28

1 television, syndicated television, Internet-based streaming and download services,  
 2 video-on-demand access via licensed via multichannel video programming  
 3 distributors ("MVPDs"), and Digital Versatile Discs ("DVDs") and Blu-Ray Discs.  
 4 At this moment, consumers have access to network television programming  
 5 through more authorized avenues than ever before. Through the unlawful  
 6 functions of the Hopper, Defendants are infringing, and threaten to infringe,  
 7 Plaintiffs' rights to exploit their copyrighted works in these legitimate markets. In  
 8 doing so, Defendants deprive Plaintiffs of a fair return on their investments in  
 9 creating and distributing some of the most valuable programming on television.  
 10 Defendants' conduct is exactly what the copyright laws are intended to prevent.

11 4. Defendants violate Plaintiffs' exclusive rights by copying, without  
 12 authorization, Plaintiffs' television programs and delivering these copies to  
 13 computer hard drives resident in the homes of Defendants' subscribers. This  
 14 conduct violates Plaintiffs' exclusive rights to reproduce and distribute copies  
 15 under sections 106(1) and 106(3) of the Copyright Act, 17 U.S.C. §§ 106(1) and  
 16 106(3). Through their conduct, Defendants provide their customers with unlawful  
 17 copies of works. That is straight-forward infringement.

18 5. To the extent that Defendants claim their customers create the  
 19 infringing copies, Defendants' scheme is nevertheless unlawful. Defendants  
 20 knowingly provide ongoing and material technological support to their customers  
 21 in order to facilitate the automatic creation of infringing copies of prime-time  
 22 shows and skipping commercials, which renders Defendants contributory  
 23 infringers. Defendants induce, through their technology, advertising and other  
 24 conduct, their customers to create unauthorized copies of Plaintiffs' programming  
 25 in prime time and skip commercials, without viewers selecting which programs to  
 26 record or which commercials to skip. Finally, Defendants are vicariously liable for  
 27 their subscribers' conduct, to the extent that is relevant, because Defendants have  
 28

the legal and practical right and ability to control the creation of infringing copies of Plaintiffs' works and skipping commercials, from which Defendants obtain direct financial benefits. Defendants' contracts with subscribers allow Defendants to control all programming and service options. In addition, subscribers cannot accomplish the systematic comprehensive prime time copying and commercial skipping at issue without the technological system from Defendants.

6. The Hopper allows Defendants and their customers to infringe Plaintiffs' copyrights through the following interrelated features:

- The Hopper provides a "PrimeTime Anytime" feature, which copies to the customers' DVR the prime-time TV programming aired on CBS and on the ABC, Fox, and NBC television networks, every evening, on an eight-day rolling basis. Significantly, this feature copies the entire prime-time schedule of all the major networks, without the viewer selecting the specific programs to be copied.
- The Hopper provides what Defendants call the "Auto Hop" feature, which enables the customer to watch the copied PrimeTime Anytime programming with *all* commercial advertising *automatically* skipped – and as more fully detailed below, Defendants market and actively encourage the use of Auto Hop for that purpose. Thus, significantly, the viewer is not in any way selecting the individual commercials to be skipped.
- The Hopper provides a memory capacity of two terabytes (*i.e.*, 2,000 gigabytes), which, Defendants boast, is capable of storing 2,000 hours of recorded video, thus allowing the creation of large libraries of prime-time television. As Defendants themselves acknowledge, "no other company offers" such capacity.

1           7.     Thus, the Hopper effectively provides Defendants' customers with a  
2 premium commercial-free channel consisting, at any given point in time, of the  
3 copyrighted programming that aired in prime time on all four national broadcast  
4 networks in the past eight days, including without limitation, series currently airing  
5 on CBS, such as *60 Minutes*, *Blue Bloods*, *CSI: Crime Scene Investigation*,  
6 *Survivor*, *NCIS* and *The Good Wife*, along with the ability to create huge  
7 permanent, commercial-free libraries of those works.

8           8.     Plaintiffs have invested billions of dollars in their copyrighted content.  
9 the Hopper's methods of copying will deprive Plaintiffs of a vital means of  
10 payment for their works and erode the value of Plaintiffs' copyrighted  
11 programming. "Prime time" is the bloc of the television programming schedule  
12 that attracts the most viewers, and advertisers therefore are willing to pay the  
13 highest prices to have their commercials shown during this time. Television  
14 networks and local broadcast stations generally derive significant percentages of  
15 their advertising revenues from selling the right to advertise before, during or  
16 immediately after the prime-time television programming airs. Advertisers will  
17 not pay, or will pay less, to have their advertisements placed within and around  
18 Plaintiffs' television programming if the advertisements will be made invisible to  
19 viewers. Further, Plaintiffs recoup part of their substantial investments in creative  
20 programming by disseminating their prime-time programming, at a premium, in  
21 commercial-free formats, such as the sale of DVDs and Blu-Ray Discs. The  
22 Hopper directly undercuts these legitimate markets for paid access to Plaintiffs'  
23 programming. Moreover, the Hopper interferes with Plaintiffs' efforts to make  
24 their prime-time programming available to consumers for free through advertising-  
25 supported services, such as Internet streaming websites. Views of such websites  
26 will decline if Defendants' subscribers have access to commercial-free copies of  
27 Plaintiffs' prime-time shows. As a result, Defendants' unlawful conduct impairs  
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the value of Plaintiffs' works and reduces the incentive for their creation and dissemination. Indeed, Defendants' unlawful conduct attacks the fundamental economic underpinnings of television programming delivery and therefore the very means by which Plaintiffs' copyrighted works are paid for. In this way, Defendants cause harm not only to Plaintiffs, but also to consumers.

### **THE PARTIES**

9. Plaintiff Survivor Productions, LLC is a Delaware limited liability company with its principal place of business at 7800 Beverly Blvd. Los Angeles, California. Plaintiff Survivor Productions LLC is actively engaged in the production of television programming.

10. Plaintiff CBS Broadcasting Inc. is a New York corporation with its principal place of business at 51 West 52nd Street, New York, New York. Plaintiff CBS Broadcasting is actively engaged in the production and distribution of television programs and other copyrighted works.

11. Plaintiff CBS Studios Inc. is a Delaware corporation with its principal place of business at 51 West 52nd Street, New York, New York. Plaintiff CBS Studios Inc. is actively engaged in the worldwide production and distribution of copyrighted entertainment products.

12. Plaintiffs are informed and believe, and therefore allege, that Defendant DISH Network Corporation is organized under the laws of the State of Nevada and has its principal place of business in Englewood, Colorado. Plaintiffs are informed and believe, and therefore allege, that Defendant DISH Network LLC is a wholly owned subsidiary of DISH Network Corporation, is organized under the laws of the State of Colorado, and has its principal place of business in Englewood, Colorado. Plaintiffs are informed and believe, and therefore allege, that each Defendant was the agent, joint venture and/or employee of the other



1 Defendant, and in doing the things hereinafter alleged, each was acting within the  
 2 course and scope of said agency, employment and joint venture with the advance  
 3 knowledge, acquiescence, and subsequent ratification of the other Defendant.

4 13. Plaintiffs are informed and believe, and therefore allege, that DISH  
 5 Network Corporation and DISH Network LLC operate the third largest pay  
 6 television transmission system in the United States, servicing approximately 14  
 7 million customers as of September 30, 2011.

### 8 9 JURISDICTION AND VENUE

10 14. This Court has subject matter jurisdiction under 28 U.S.C. §§ 1331  
 11 and 1338, and under the Copyright Act, 17 U.S.C. § 101 *et seq.*

12 15. This Court has personal jurisdiction over Defendants, and venue is  
 13 proper in this Judicial District pursuant to 28 U.S.C. § 1391(b). Defendants  
 14 conduct extensive commercial activities in this State, including in this Judicial  
 15 District. Further, a substantial part of the events or omissions giving rise to this  
 16 lawsuit, as well as substantial injury to Plaintiffs, have occurred or will occur in  
 17 this District as a result of Defendants' acts of copyright infringement and  
 18 impending acts of copyright infringement, as alleged in detail below. Venue is  
 19 also proper in this Judicial District pursuant to 28 U.S.C. § 1400(a) in that  
 20 Defendants may be found in this District in light of their extensive commercial  
 21 activities in this District.

### 22 23 FACTUAL BACKGROUND

#### 24 Free Over-The Air, Commercially Supported Broadcasting

25 16. CBS is one of the four major over-the-air television networks that  
 26 transmit programming to the public via hundreds of free, local, terrestrial broadcast  
 27 stations that carry the networks' content. The networks' content is also

transmitted to the public by subscription-based cable and satellite companies, including Defendant DISH Network, which pay license fees to retransmit the content carried on local broadcast stations. The networks, including Plaintiff CBS, both create and license copyrighted content – largely entertainment, news and sports programming – on which the public has come to rely for information and entertainment. Despite constant advances and developments in technology, the four major networks and their affiliated local stations continue to account for a large percentage of all television viewing in the United States, and each attracts more viewers than any network distributed only by cable or satellite providers.

17. A nationwide system of free, over-the-air local television stations, which makes news, information, and entertainment available to virtually all Americans without any need to pay subscription fees, has been a crucial public policy goal in the United States since the advent of television. The creation and acquisition of the copyrighted content that has come to define free, over-the-air television is made possible through commercial advertisements that are shown in each program. Whether viewers watch programming for free over-the-air or through pay services (such as Defendants' service) that retransmit broadcast signals, advertisements provide the primary means of payment for the copyrighted works that the public views. As alleged more fully below, Defendants' infringing system completely blocks the delivery of advertising to viewers and thereby deprives copyright owners of the means by which they are paid for their works. Defendants' conduct diminishes both the value of the works and the incentive to create and distribute original content over the medium. By undermining the economic engine supporting the production of content, Defendants' system threatens to diminish the quantity and the quality of the programming Americans have come to expect and demand.



**Plaintiffs' Dissemination of Prime-Time Television Content**

18. The majority of Plaintiffs' most valuable programming airs during "prime time," which on the east and west coasts falls between the hours of eight p.m. and eleven p.m. Monday through Saturday, and seven p.m. to eleven p.m. on Sunday (and one hour earlier in the Central and Mountain time zones). Plaintiffs own the United States copyrights in a substantial number of prime-time programs, including successful series currently airing on CBS, such as those listed in Paragraph 7 above. Plaintiffs have registered or filed applications to register with the United States Copyright Office their copyrights in each of the works identified herein, as well as in each of the works listed in the schedule attached hereto as Exhibit A and incorporated herein by this reference.

19. After a program airs on prime-time television, it is, in most cases, made available for viewing via another market, including through on-demand access on MVPD services; online purchase or rental by download (*e.g.*, iTunes and Amazon); mobile phone services; pay-per-view and location-based (*e.g.*, airline) services; and portable media (*e.g.*, DVDs and Blu-Ray Discs); as well as subscription streaming services over the Internet (*e.g.*, Netflix). Further, the programs are often available on authorized Internet sites the day after airing in prime time, supported by unique commercial advertising. Offerings in other media with differing characteristics also exist and are designed to maximize revenues for the copyright owner and any profit participants.

20. Plaintiffs have invested (and continue to invest) substantial sums of money and effort each year to develop, produce, and distribute television programs. The public benefits from Plaintiffs' creative activities, as intended by the U.S. Constitution and the Copyright Act. Plaintiffs recoup their substantial investments in creative programming in a number of ways, including the following:

- 1 • **Advertiser Supported Broadcasts.** National networks, including the  
2 one owned and operated by Plaintiff CBS Broadcasting Inc., and their  
3 owned television stations and independently-owned local affiliates,  
4 derive substantial value by selling advertising time during the  
5 programs they have created or licensed at enormous cost. Additional  
6 revenues are earned by broadcast television networks and their parent  
7 companies through fees paid by network-affiliated stations and by  
8 licensees of their copyrighted programs in the off-network syndication  
9 market. More income is generated by the licensing of programs  
10 produced and owned by Plaintiff CBS Studios Inc. to other television  
11 networks. These sources of revenue as well are ultimately dependent  
12 on the ability of the licensee broadcasters to sell commercial  
13 advertising in or adjacent to the programs.
- 14 • **Video On-Demand (“VOD”) Television Access.** Plaintiffs license  
15 cable operators to make copyrighted works available for viewing on  
16 demand by their customers as an added benefit of their subscriptions.  
17 In addition to license fees from these MVPDs, these arrangements  
18 allow for the sale of unique advertising in the VOD versions of the  
19 programs owned by Plaintiffs.
- 20 • **On-Demand Online Access.** Plaintiffs earn revenue by providing  
21 access to their copyrighted works via their websites, the websites of  
22 their affiliates, and the websites and services of licensees. Some of  
23 these models involve showing advertisements to consumers before,  
24 after, or during viewing. These advertisements cannot be skipped or  
25 fast forwarded. Other models involve subscription payments to  
26 services (such as Netflix) that license Plaintiffs’ content to offer to  
27 their subscribers commercial-free, payments for the purchase of  
28

downloaded copies (also generally without advertising), or rental payments (for time-limited windows to view content).

- **Domestic Syndication.** Plaintiffs generate revenue by licensing their copyrighted works for “syndicated” exhibition on both broadcast and non-broadcast television channels. For Plaintiffs, most syndication activity involves delivery of programming that has already aired on the CBS Television Network at an earlier date. In addition to fees paid to Plaintiffs by broadcast and non-broadcast television channels, an additional significant means by which Plaintiffs generate revenue from syndication is through sharing in the advertising revenue resulting from ads within the syndicated programs.
- **Fixed Media.** Plaintiffs generate substantial revenue from the sale or rental for home viewing of authorized copies of their copyrighted works in various formats, including DVD and Blu-Ray Discs. Plaintiffs offer these formats at various price points, with different offerings providing different levels of access to content. These formats typically do not include advertisements, other than occasional “trailers” at the beginning of a disc.

### **Defendants’ Infringing Service**

21. On or about March 15, 2012, Defendants made the Hopper available to its customers. The Hopper’s “PrimeTime Anytime” option automatically records prime-time programming shows on CBS, NBC, ABC, and Fox, every day, to the customers’ DVR, which as alleged above, stores up to 2000 hours of content. (Significantly, the feature copies the prime-time schedule of all the major networks, without the viewer selecting the specific programs to be copied.) The prime-time programming, including that of Plaintiffs, is automatically stored on

1 the DVR for eight days and can be stored permanently. On or about May 10, 2012,  
 2 Defendants began offering a companion service, called "Auto Hop," which  
 3 automatically skips commercials during viewing.

4 22. The Hopper is thus specifically designed to function as an on-demand  
 5 video, and a video library, service. Defendants boast that the Hopper is unlike any  
 6 other DVR offered by a television service provider. On their website, an image  
 7 from which is attached hereto as Exhibit B and incorporated by reference,  
 8 Defendants refer to the Hopper as an "on-demand" service that permits the creation  
 9 of video "libraries" of copyrighted prime-time content commercial free. For  
 10 example, Defendants market the Hopper as follows:

11 With the Hopper's exclusive feature, PrimeTime Anytime™, three  
 12 hours of HD primetime programming are available to you On Demand  
 13 for up to 8 days from initial air date. Plus you can save your favorite  
 14 primetime content forever. You can also automatically skip  
 15 commercials in primetime TV – ABC, CBS, FOX and NBC in HD.

16 23. During an interview while demonstrating the Hopper, a representative  
 17 of Defendants stated: "I don't think you'd need Hulu or Hulu Plus after this." In  
 18 other words, Defendants tell their customers that the Hopper can be used as a  
 19 substitute for Internet-based on-demand services. On legitimate services similar to  
 20 Hulu, Plaintiffs make their programming available in advertising-supported, rental,  
 21 purchase, and subscription models.

22 24. Defendants also tout the Hopper's ability to provide commercial-free,  
 23 on-demand program libraries to their customers:

24 Hate commercials? DISH created commercial-free TV so you can  
 25 save an hour each night! Now you can automatically skip  
 26 commercials in primetime TV- on ABC, CBS, FOX and NBC in HD.  
 27 Only on the Hopper. Only from DISH.

25. Vivek Khemka, vice president of DISH Product Management, described the infringing service as follows:

With the Auto Hop capability of the Hopper, watching your favorite shows commercial-free is easier than ever before. It's a revolutionary development that no other company offers and it's something that sets Hopper above the competition. ... With Hopper, you have access to all primetime HD programs broadcast by the four major networks. Now you can watch many of those shows commercial-free, with Auto Hop.

**Irreparable Harm to Plaintiffs As a Result of Defendants' Infringement**

26. Defendants' brazen copyright infringement threatens Plaintiffs' ability to earn revenue from their copyrighted works through existing and potential methods of dissemination. Unless enjoined, Defendants' illegal conduct will irreparably injure Plaintiffs in numerous ways that are incapable of calculation or redress through monetary damages. Defendants' unlawful scheme will also ultimately harm the public, because it will divert revenue from the creators and licensors of original programming to Defendants, thereby threatening to decrease the output of copyrighted works and the investment therein.

**CLAIMS FOR RELIEF**

**COUNT I**

**(COPYRIGHT INFRINGEMENT IN VIOLATION OF THE  
COPYRIGHT ACT, 17 U.S.C. §§ 101, *ET SEQ.*)**

27. Plaintiffs incorporate by reference each and every allegation set forth in paragraphs 1 through 4 and paragraphs 6-26, as though fully set forth herein.

1       28. Plaintiffs are the copyright owners of the works listed in Exhibit A, as  
2 well as many other television programs telecast in the United States, each of which  
3 contains a large number of creative elements wholly original to Plaintiffs and  
4 which are copyrightable subject matter under the laws of the United States.

5       29. Plaintiffs have obtained (or have applied for) copyright registration  
6 certificates for each work listed in Exhibit A. In doing so, Plaintiffs have complied  
7 in all respects with 17 U.S.C. § 101, *et seq.* and all other laws governing federal  
8 copyrights.

9       30. Each of the works listed in Exhibit A, has, with authorization of  
10 Plaintiffs, been exploited in strict conformity with the provisions of 17 U.S.C. §§  
11 401 and 409, *et seq.*, and all other laws governing federal copyright.

12       31. DISH creates Primetime Anytime's "on demand library of  
13 approximately 100 hours primetime of TV shows" by recording, without  
14 authorization, all programming aired by the four national broadcast networks  
15 during primetime hours every night. On information and belief, the programming  
16 recorded by DISH through the Primetime Anytime service consists exclusively of  
17 copyrighted network programming, including Plaintiffs' copyrighted content. On  
18 further information and belief, Defendants' copying in connection with PrimeTime  
19 Anytime occurs on a partitioned section of The Hopper's hard drive that is fully  
20 under Defendants' ongoing remote control. By creating and distributing  
21 unauthorized copies of Plaintiffs' works (including the works listed on Exhibit A)  
22 through PrimeTime Anytime in the manner described above, Defendants are  
23 engaging in and imminently will engage in a vast number of direct copyright  
24 infringements, in violation of sections 106(1), 106(3) and 501 of the Copyright  
25 Act, 17 U.S.C. §§ 106(1), 106(3) and 501.

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32. The foregoing acts of direct infringement by Defendants are unauthorized and unlicensed by Plaintiffs and are not otherwise permissible under the Copyright Act. Plaintiffs did not consent to Defendants' copying.

33. These acts of infringement have been willful, intentional, and purposeful, in disregard of Plaintiff's rights under the Copyright Act. Defendants know that their acts are infringing and intentionally or recklessly disregard the law by their conduct.

34. These acts have caused and will continue to cause substantial irreparable harm to Plaintiffs that cannot fully be compensated or measured in money to Plaintiffs unless further infringement is enjoined and restrained by this Court. Plaintiffs have no adequate remedy at law because damages would be difficult to ascertain and Plaintiffs should not be expected to suffer the blatant infringement in which Defendants are engaging or threatening to engage. The balance of equities favors Plaintiffs because Defendants could easily cease their operation of the infringing services whereas Plaintiffs' rights will be permanently devalued if the infringing conduct continues. Finally, the public interest favors injunctive relief because the goals of the Copyright Act, including increased creation and output of creative works, will be undermined by the persisting infringements committed by Defendants. Accordingly, pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to preliminary and permanent injunctions prohibiting further infringements of Plaintiffs' copyrights.

## **COUNT II**

### **(INDUCEMENT OF COPYRIGHT INFRINGEMENT IN VIOLATION OF THE COPYRIGHT ACT, 17 U.S.C. §§ 101, *ET SEQ.*)**

35. Plaintiffs incorporate by reference each and every allegation set forth in paragraphs 1 through 3 and paragraph 5 through 30, as though fully set forth.

1 herein.

2 36. Users of the Hopper's PrimeTime AnyTime feature who record  
3 Plaintiff's prime-time shows and use the Hopper's Auto Hop feature to  
4 automatically skip commercials otherwise contained in those recordings infringe  
5 Plaintiffs' exclusive reproduction rights under section 106 of the Copyright Act, 17  
6 U.S.C. § 106(1).

7 37. Users of the Hopper's PrimeTime Anytime feature who record  
8 Plaintiff's prime-time shows and who store said recordings permanently or for long  
9 periods of time for commercial-free viewings at times of their choosing infringe  
10 Plaintiffs' exclusive reproduction rights under section 106 of the Copyright Act, 17  
11 U.S.C. § 106(1).

12 38. Plaintiffs have not authorized persons to engage in the acts described  
13 in paragraphs 36 and 37 or consented to such acts.

14 39. Defendants have induced the infringing acts, and the threatened  
15 infringing acts, of their customers described above, in violation of sections 106 and  
16 501 of the Copyright Act, 17 U.S.C. §§ 106 and 501. Defendants provide the  
17 Hopper and its PrimeTime Anytime and Auto Hop features with the object of  
18 promoting their use for infringement.

19 40. Defendants' conduct demonstrates Defendants' purposeful promotion  
20 of infringement. Among other things:

- 21 • Defendants have marketed the Hopper expressly for copying and  
22 creating libraries of Plaintiffs' works and then viewing them  
23 commercial free.
- 24 • Defendants' marketing efforts have included targeting known markets  
25 for infringement, including consumers who wish to obtain access to  
26 commercial-free programming without payment and consumers who

wish to avoid paying market prices for permanent copies of commercial-free programs.

- Defendants have expressly marketed their services as substitutes for licensed methods of accessing Plaintiffs' works, including iTunes and other video-on-demand services.
- Defendants have refused to use readily available technological means to limit or prevent infringement by their customers. In fact, Defendants expressly designed their services to facilitate infringement and make infringing acts virtually effortless.

41. Defendants' inducement of their customers' infringement is, and at all times has been, willful, intentional, and purposeful, in knowing disregard of Plaintiffs' rights under the Copyright Act. Defendants know that their acts are inducing infringing conduct. Defendants intentionally or recklessly disregard the law by their conduct. Plaintiffs have not authorized or consented to defendants' conduct.

42. Defendants' acts have caused and will continue to cause substantial irreparable harm to Plaintiffs that cannot fully be compensated or measured in money unless further infringement by Defendants is enjoined and restrained by this Court. Plaintiffs have no adequate remedy at law because damages would be difficult to ascertain and Plaintiffs should not be expected to suffer Defendants' blatant infringement. The balance of equities favor Plaintiffs because Defendants could easily cease their operation of the infringing services whereas Plaintiffs' rights will be permanently devalued if the infringing conduct continues. Finally, the public interest favors injunctive relief because the goals of the Copyright Act, including increased creation and output of creative works, will be undermined by the persisting infringements committed by Defendants' customers. Pursuant to 17

1 U.S.C. § 502, Plaintiffs are entitled to preliminary and permanent injunctions  
 2 prohibiting further infringements of Plaintiffs' copyrights.

### 3 4 COUNT III

#### 5 **(CONTRIBUTORY COPYRIGHT INFRINGEMENT IN VIOLATION OF** 6 **THE COPYRIGHT ACT, 17 U.S.C. §§ 101, *ET SEQ.*)**

7 43. Plaintiffs incorporate by reference each and every allegation set forth  
 8 in paragraphs 1 through 3, paragraphs 5 through 30, and paragraphs 36 through 37,  
 9 as though fully set forth herein.

10 44. By participating in, facilitating, assisting, enabling, materially  
 11 contributing to, and encouraging the infringing reproductions of Plaintiffs' works  
 12 described above in paragraphs 36 through 37, with full knowledge of their illegal  
 13 consequences, and with the ability to take simple measures to prevent or limit  
 14 infringement, Defendants are contributing to infringements of Plaintiffs'  
 15 copyrighted works, in violation of sections 106 and 501 of the Copyright Act, 17  
 16 U.S.C. §§ 106 and 501. Defendants make the infringement described above in  
 17 paragraphs 36 through 37 possible and provide the site and facilities for the  
 18 infringements.

19 45. Defendants know or have reason to know of the actual or imminent  
 20 infringement of Plaintiff's copyrights. Indeed, on information and belief,  
 21 Defendants monitor their customers' infringing activity and technologically and  
 22 personally assist their customers throughout their illegal acts. DISH Networks'  
 23 service agreement with its customers states that it collects information regarding  
 24 "the programming service options [customers] have chosen." The agreement also  
 25 states: "When you use our interactive or other transactional television services, the  
 26 satellite system automatically collects certain information on your use of these  
 27 services."

46. Defendants' contributions to their customers' infringement have been willful, intentional, and purposeful, in knowing disregard of Plaintiff's rights under the Copyright Act. Defendants know that their acts are contributing to infringing conduct and Defendants intentionally or recklessly disregard the law by their conduct. Plaintiffs have not authorized or consented to Defendants' conduct.

47. Defendants' acts have caused and will continue to cause substantial irreparable harm that cannot fully be compensated or measured in money to Plaintiffs unless further infringement by Defendants is enjoined and restrained by this Court. Plaintiffs have no adequate remedy at law because damages would be difficult to ascertain and Plaintiffs should not be expected to suffer Defendants' blatant infringement. The balance of equities favors Plaintiffs because Defendants could easily cease their operation of the infringing services whereas Plaintiffs' rights will be permanently devalued if the infringing conduct continues. Finally, the public interest favors injunctive relief because the goals of the Copyright Act, including increased creation and output of creative works, will be undermined by the persisting infringements committed by Defendants' customers. Pursuant to 17 U.S.C. § 502, Plaintiffs are entitled to preliminary and permanent injunctions prohibiting further infringements of Plaintiffs' copyrights.

#### **COUNT IV**

#### **(VICARIOUS COPYRIGHT INFRINGEMENT IN VIOLATION OF THE COPYRIGHT ACT, 17 U.S.C. §§ 101, *ET SEQ.*)**

48. Plaintiffs incorporate by reference each and every allegation set forth in paragraphs 1 through 3, paragraphs 5 through 30, and paragraphs 36 through 37, as though fully set forth herein.

49. Defendants have the right and ability to supervise and control the infringing conduct of their customers described above in paragraphs 36 and 37.

1 DISH Networks' contract with their customers states:

2 We may add, delete, rearrange and/or change any and all  
3 programming, programming packages and other Services that we  
4 offer, as well as the prices and fees related to such programming,  
5 programming packages and Services, at any time, including without  
6 limitation, during any term commitment period to which you have  
7 agreed.

8 50. Defendants' regular involvement in their customers' copying is an  
9 indispensable link in such infringing conduct. Defendants control their customers'  
10 ability to record prime-time content and go to great lengths and efforts to enable  
11 their customers to skip entire commercial segments. In order to achieve this goal,  
12 Defendants must study the shows that are transmitted and make certain data  
13 available to the devices resident in the homes of customers. Absent Defendants'  
14 conduct, customers simply could not automatically skip commercials.

15 51. On information and belief, all of the infringing activity is actively  
16 monitored by Defendants. DISH Networks' service agreement with its customers  
17 states that it collects information regarding "the programming service options  
18 [customers] have chosen." The agreement also states: "When you use our  
19 interactive or other transactional television services, the satellite system  
20 automatically collects certain information on your use of these services."

21 52. Defendants also receive a direct financial benefit from the  
22 infringement described above in paragraphs 36 through 37 above. Plaintiff is  
23 informed and believes, and therefore alleges, that Defendants have attracted,  
24 obtained and retained customers as a result of their infringing offerings. The  
25 PrimeTime Anytime and Auto Hop features constitute draws to Defendants'  
26 services. Defendants actively advertise the infringing capabilities of the Hopper.  
27 And, Defendants receive subscription payments from customers who possess the  
28



1 Hopper.

2 53. Defendants' refusal to stop or limit its customers' infringements has  
3 been willful, intentional, and purposeful, in knowing disregard of Plaintiffs' rights  
4 under the Copyright Act. Defendants know that their acts are contributing to  
5 infringing conduct and Defendants intentionally or recklessly disregard the law by  
6 their conduct. Plaintiffs have not authorized or consented to Defendants' conduct.

7 54. Defendants' acts have caused and will continue to cause substantial  
8 irreparable harm to Plaintiffs that cannot fully be compensated or measured in  
9 money unless further infringement by Defendants is enjoined and restrained by this  
10 Court. Plaintiffs have no adequate remedy at law because damages would be  
11 difficult to ascertain and Plaintiffs should not be expected to suffer Defendants'  
12 blatant infringement. The balance of equities favor Plaintiffs because Defendants  
13 could easily cease their operation of the infringing services whereas Plaintiffs'  
14 rights will be permanently devalued if the infringement continues. Finally, the  
15 public interest favors injunctive relief because the goals of the Copyright Act,  
16 including increased creation and output of creative works, will be undermined by  
17 the persisting infringements committed by Defendants' customers. Pursuant to 17  
18 U.S.C. § 502, Plaintiffs are entitled to preliminary and permanent injunctions  
19 prohibiting further infringements of Plaintiffs' copyrights.

20  
21 **PRAYER FOR RELIEF**

22 WHEREFORE, Plaintiffs pray that this Court enter judgment in their favor  
23 and against Defendants, and each of them, as follows:

24 (a) On Counts I through IV, preliminarily and permanently enjoin,  
25 pursuant to 17 U.S.C. § 502, Defendants, their respective officers, agents, servants,  
26 employees, and those persons in active concert or participation with Defendants, or  
27 any of them, from inducing infringement or directly, contributorily, and/or

1 vicariously infringing by any means, including but not limited to specifically in  
2 connection with the Hopper's PrimeTime Anytime and Auto Hop features,  
3 Plaintiffs' exclusive rights under the Copyright Act, including, but not limited to  
4 any of Plaintiffs' rights in any of the works listed on Exhibit A, and from licensing  
5 any other person to do the same;

6 (b) award Plaintiffs statutory damages in accordance with 17 U.S.C. §  
7 504 and other applicable law;

8 (c) award Plaintiffs costs and reasonable attorneys' fees in accordance  
9 with 17 U.S.C. § 505, and other applicable law; and

10 (d) award Plaintiffs such further and additional relief as the Court may  
11 deem just and proper.

12  
13 DATED: May 24, 2012

ROBERT H. ROTSTEIN  
PATRICIA H. BENSON  
JEAN PIERRE NOGUES  
MITCHELL SILBERBERG & KNUPP LLP



ROBERT H. ROTSTEIN  
Attorneys for Plaintiffs,  
Survivor Productions LLC, CBS  
Broadcasting Inc., and CBS Studios Inc.



**EXHIBIT A – SCHEDULE OF WORKS**

1. 60 Minutes: May 13, 2012 (application for copyright registration submitted May 22, 2012) – CBS Broadcasting Inc.
2. Blue Bloods, Black and Blue (copyright registration no. PA 1-768-102, Dec. 19, 2011) – CBS Studios Inc.
3. Blue Bloods, Lonely Hearts Club (copyright registration no. PA 1-768-012, Dec. 19, 2011) – CBS Studios Inc.
4. CSI: Miami, By the Book (copyright registration no. PA 1-766-133, Nov. 23, 2011) – CBS Broadcasting Inc.
5. CSI: NY, Officer Involved (copyright registration no. PA 1-759-640, November 7, 2011) – CBS Broadcasting Inc.
6. CSI: Crime Scene Investigation, Genetic Disorder (copyright registration no. PA 1-771-490, Jan. 17, 2012) – CBS Broadcasting Inc.
7. CSI: NY, Air Apparent (copyright registration PA 1-765-824, Nov. 16, 2011) – CBS Broadcasting Inc.
8. The Good Wife, Get A Room (copyright registration no. PA 1-768-219, Dec. 12, 2011) – CBS Studios Inc.
9. NCIS, Secrets (copyright registration no. PA 1-778-988, Mar. 13, 2012) – CBS Studios Inc.
10. NCIS: Los Angeles, Greed (copyright registration no. PA 1-768-118, Dec. 19, 2011) – CBS Studios Inc.
11. NCIS, Engaged Part 1 (copyright registration no. PA 1-768-452, Dec. 19, 2011) – CBS Studios Inc.
12. NCIS, Engaged Part 2 (copyright registration no. PA 1-768-447, Dec. 19, 2011) – CBS Studios Inc.
13. Survivor : One World, Perception is Not Always Reality (application for copyright registration filed May 24, 2012) – Survivor Productions LLC

EXHIBIT B



DISH Hopper - Hopper Whole Home DVR - DISH - Windows Internet Explorer provided by MSN

File Edit View Favorites Tools

http://www.dish.com/hopper/hopper/

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ORDER NOW: 1-800-823-4929 CURRENT CUSTOMER

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WHY DISH

ENTERTAINMENT

TECHNOLOGY

SUPPORT

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DISPLATINO Music

HOPPER

OVERVIEW WHOLE-HOME HD DVR PRIMETIME ANYTIME FEATURES APPS MOVIES REVIEWS

# WATCH COMMERCIAL-FREE TV.

The Hopper™ Whole-Home HD DVR is the most advanced set-top box in the industry, delivering features that will change the way you watch TV forever. With *PrimeTime Anytime™*, you get instant On Demand access to your favorite primetime shows for 8 days. Plus, you can automatically skip commercials in primetime TV – ABC, CBS, FOX and NBC in HD. Only on the Hopper. Only from DISH.

Hopper Whole Home

Share More info



DISH Hopper - Hopper DVR - Hopper Whole Home DVR - DISH - Windows Internet Explorer provided by MSN

File Edit View Favorites Tools

http://www.dish.com/technology/hopper/

DISH Hopper - Hopper DVR - Hopper Whole Home DVR - DISH - Windows Internet Explorer provided by MSN

HOPPER OVERVIEW **WHOLE-HOME HD DVR** PRIME TIME ANYTIME FEATURES APPS MOVIES REVIEWS

**Get DISH** 1-800-823-4929

Commercial-free TV feature only available for playback of certain HD primetime shows on ABC, CBS, FOX and NBC with PrimeTime Anytime feature. Functions must be enabled by customer and are subject to availability.

#AdFreeTV

## WHOLE-HOME HD DVR SERVICE.

Full HD DVR functionality on every TV, so you can pause, rewind and record live TV in any room. Plus, you can access your DVR library on all TVs so you can record a movie in the living room, start watching it in the bedroom and then finish in the kitchen. [Watch our video to learn more](#).

*Requires a Joey to be linked to Hopper.*





DISH Hopper - Hopper DVR - Hopper Whole Home DVR - DISH - Windows Internet Explorer provided by MSN

File Edit View Favorites Tools

http://www.dish.com/technology/hopper/

HOPPER

OVERVIEW **WHOLE-HOME HD DVR** PRIME TIME ANYTIME FEATURES APPS MOVIES REVIEWS

## WATCH COMMERCIAL-FREE TV

Hate commercials? DISH created commercial-free TV so you can save an hour each night! Now you can automatically skip commercials in primetime TV- on ABC, CBS, FOX and NBC in HD. Only on the Hopper. Only from DISH.

*Feature must be enabled by customer and is subject to availability. Only available with playback of select shows.*

### Record up to 6 HD Channels at Once with PrimeTime Anytime™

Record up to six live HD channels at once during primetime, including your 4 local HD networks and 2 channels of your choosing, and stream four recorded HD programs to different TVs simultaneously. That means you can watch more and miss less of your favorite programs.

### Massive 2 TB Hard Drive.





DISH Hopper - Hopper DVR - Hopper Whole Home DVR - DISH - Windows Internet Explorer provided by AT&T

File Edit View Favorites Tools

http://www.dish.com/technology/hopper/

**HOPPER**

**MASSIVE 2 TB HARD DRIVE.**

Record and store up to 2,000 hours – the most available from any TV provider! Plus, hundreds of On Demand titles are available for instant viewing.

OVERVIEW **WHOLE-HOME HD DVR** PRIME TIME ANYTIME FEATURES APPS MOVIES REVIEWS

**PRIME TIME ANYTIME™**

NEVER MISS A SHOW WITH **PRIME TIME ANYTIME**

HOPPER RECORDS UP TO 6 SHOWS DURING PRIME TIME HOURS

**DISH created commercial-free TV**

With the Hopper's exclusive feature, PrimeTime Anytime™, three hours of HD primetime programming are available to you On Demand for up to 8 days from initial air date. Plus you can save your favorite primetime content forever. You can also automatically skip commercials in primetime TV – ABC, CBS, FOX and NBC in HD.

[Watch our video to learn more](#)

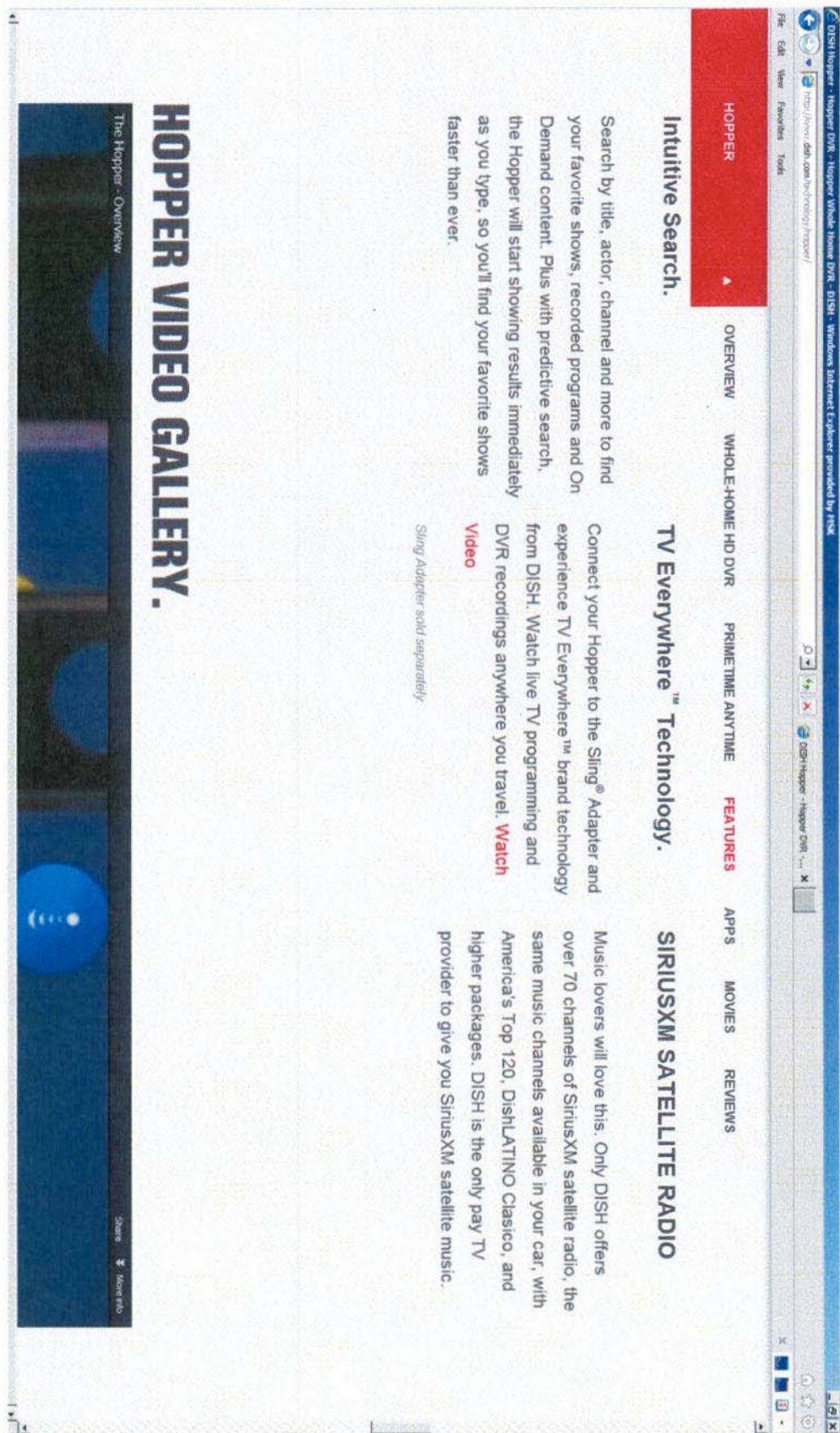




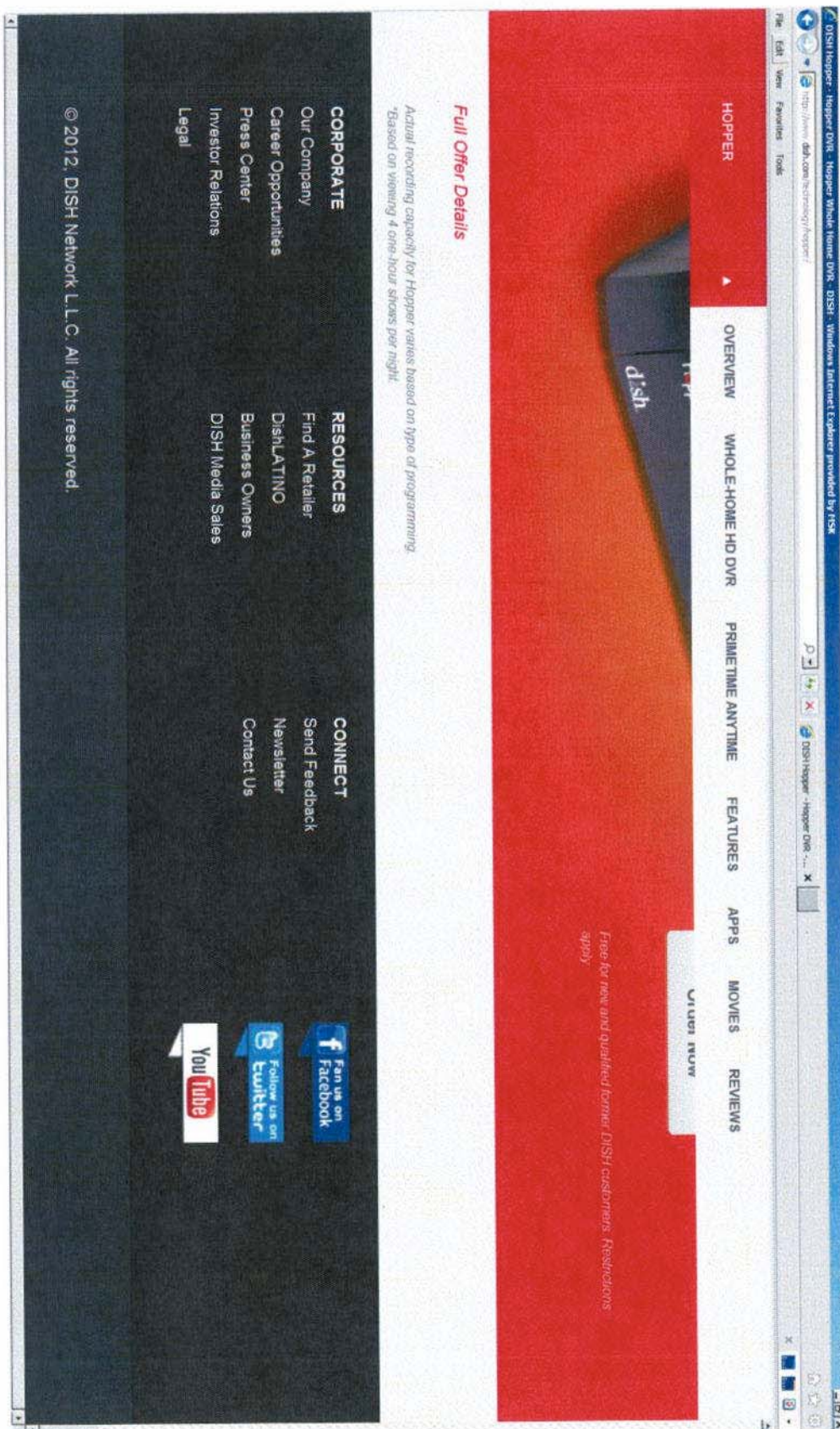












**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

**NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY**

This case has been assigned to District Judge Percy Anderson and the assigned discovery Magistrate Judge is Jay C. Gandhi.

The case number on all documents filed with the Court should read as follows:

**CV12- 4551 PA (JCGx)**

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

=====

**NOTICE TO COUNSEL**

*A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).*

Subsequent documents must be filed at the following location:

☒ **Western Division**  
312 N. Spring St., Rm. G-8  
Los Angeles, CA 90012

☐ **Southern Division**  
411 West Fourth St., Rm. 1-053  
Santa Ana, CA 92701-4516

☐ **Eastern Division**  
3470 Twelfth St., Rm. 134  
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

ROBERT H. ROTSTEIN (SBN 72452) rxr@mak.com  
 PATRICIA H. BENSON (SBN 85) phb@msk.com  
 JEAN PIERRE NOGUES (SBN 84445) jpn@msk.com  
 MITCHELL, SILBERBERG & KNUPP LLP  
 11377 West Olympic Blvd.  
 Los Angeles, CA 90064-1683  
 (310) 312-2000

UNITED STATES DISTRICT COURT  
 CENTRAL DISTRICT OF CALIFORNIA

CBS BROADCASTING INC.; CBS STUDIOS INC.;  
 SURVIVOR PRODUCTIONS LLC

PLAINTIFF(S)

v.

DISH NETWORK CORPORATION; DISH  
 NETWORK L.L.C

DEFENDANT(S).

CASE NUMBER

CV12-4551-PA (JGx)

SUMMONS

TO: DEFENDANT(S):

A lawsuit has been filed against you.

Within 21 days after service of this summons on you (not counting the day you received it), you must serve on the plaintiff an answer to the attached ☒ complaint ☐ amended complaint ☐ counterclaim ☐ cross-claim or a motion under Rule 12 of the Federal Rules of Civil Procedure. The answer or motion must be served on the plaintiff's attorney, Robert H. Rotstein, whose address is MITCHELL SILBERBERG & KNUPP LLP, 11377 West Olympic Boulevard, Los Angeles, California 90064. If you fail to do so, judgment by default will be entered against you for the relief demanded in the complaint. You also must file your answer or motion with the court.

Dated: MAY 24 2012

Clerk, U.S. District Court

By: Mandy [Signature]

Deputy Clerk

(Seal of the Court)

[Use 60 days if the defendant is the United States or a United States agency, or is an officer or employee of the United States. Allowed 60 days by Rule 12(a)(3)].

## CIVIL COVER SHEET

**I (a) PLAINTIFFS** (Check box if you are representing yourself ☐)  
 CBS BROADCASTING INC.; CBS STUDIOS INC.;  
 SURVIVOR PRODUCTIONS LLC

**DEFENDANTS**  
 DISH NETWORK CORPORATION; DISH NETWORK L.L.C.

**b** Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.)

Attorneys (If Known)

ROBERT H. ROTSTEIN (SBN 72452) rxt@msk.com  
 MITCHELL, SILBERBERG & KNUPP LLP  
 11377 West Olympic Blvd.  
 Los Angeles, CA 90064-1683  
 (310) 312-2000

**II. BASIS OF JURISDICTION** (Place an X in one box only.)

- ☐ 1 U.S. Government Plaintiff ☒ 3 Federal Question (U.S. Government Not a Party)  
☐ 2 U.S. Government Defendant ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

**III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only**  
 (Place an X in one box for plaintiff and one for defendant.)

- |                                         | PTF                        | DEF                        |                                                               | PTF                        | DEF                        |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State                   | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State     | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State                | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation                                                | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

**IV. ORIGIN** (Place an X in one box only.)

- ☒ 1 Original Proceeding ☐ 2 Removed from State Court ☐ 3 Remanded from Appellate Court ☐ 4 Reinstated or Reopened ☐ 5 Transferred from another district (specify): ☐ 6 Multi-District Litigation ☐ 7 Appeal to District Judge from Magistrate Judge

**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☐ Yes ☒ No (Check 'Yes' only if demanded in complaint.)

**CLASS ACTION** under F.R.C.P. 23: ☐ Yes ☒ No

☐ **MONEY DEMANDED IN COMPLAINT:** \$

**VI. CAUSE OF ACTION** (Cite the U. S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

17 U.S.C. § 101, et seq. Copyright Infringement; Inducement of Copyright Infringement; Contributory Copyright Infringement; Vicarious Copyright Infringement

**VII. NATURE OF SUIT** (Place an X in one box only.)

OTHER STATUTES	CONTRACT	TORTS PERSONAL INJURY	TORTS PERSONAL PROPERTY	PRISONER PETITIONS	LABOR
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus	<input type="checkbox"/> 710 Fair Labor Standards Act
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	<input type="checkbox"/> 530 General	<input type="checkbox"/> 720 Labor/Mgmt. Relations
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act
<input type="checkbox"/> 450 Commerce/ICC Rates/etc.	<input type="checkbox"/> 140 Negotiable Instrument	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 740 Railway Labor Act
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 340 Marine	<b>BANKRUPTCY</b>	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 790 Other Labor Litigation
<input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 22 Appeal 28 USC 158	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 791 Empl. Ret. Inc. Security Act
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans)	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	<b>FORFEITURE/PENALTY</b>	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits	<input type="checkbox"/> 355 Motor Vehicle Product Liability	<b>CIVIL RIGHTS</b>	<input type="checkbox"/> 610 Agriculture	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 810 Selective Service	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 441 Voting	<input type="checkbox"/> 620 Other Food & Drug	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<b>SOCIAL SECURITY</b>
<input type="checkbox"/> 875 Customer Challenge 12 USC 3410	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 630 Liquor Laws	<input type="checkbox"/> 61 HIA(1395ff)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 444 Welfare	<input type="checkbox"/> 640 R.R. & Truck	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 891 Agricultural Act	<b>REAL PROPERTY</b>	<b>IMMIGRATION</b>	<input type="checkbox"/> 445 American with Disabilities - Employment	<input type="checkbox"/> 650 Airline Regs	<input type="checkbox"/> 863 DIWC/DIWW 405(g)
<input type="checkbox"/> 892 Economic Stabilization Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 462 Naturalization Application	<input type="checkbox"/> 446 American with Disabilities - Other	<input type="checkbox"/> 660 Occupational Safety /Health	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 463 Habeas Corpus-Alien Detainee	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	<input type="checkbox"/> 865 RSI (405(g))
<input type="checkbox"/> 894 Energy Allocation Act	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 465 Other Immigration Actions			<b>FEDERAL TAX SUITS</b>
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 240 Torts to Land				<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice	<input type="checkbox"/> 245 Tort Product Liability				<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 950 Constitutionality of State Statutes	<input type="checkbox"/> 290 All Other Real Property				

**FOR OFFICE USE ONLY:** Case Number:

CV12-4551

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.



VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes

If yes, list case number(s):

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes

If yes, list case number(s):

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or  
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or  
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or  
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named plaintiff resides.

☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH named defendant resides.

☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which EACH claim arose.

Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Los Angeles	

\* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved.

X. SIGNATURE OF ATTORNEY (OR PRO PER):

Robert H. Rotstein

Date May 24, 2012

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))